THIS IS A SECOND MORTGAGE

RE84-90 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORIGAGE OF REAL ESTATE $\mathcal{FH}(t)_{t=\{0,0\}}$ and whom these presents may concern:

9.9. Jul ? This is a purchase money mortgage

WHEREAS. I, JOSEPHINE D. FLEMINGS AND WILLIAM M. FLEMINGS,

thereinafter referred to as Morigagor) is well and truly indebted unto

ÉLIZABETH S. CARPER 3704 White Horse Road Greenville, SC 29611

thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Ten-Thousand Four-hundred Five and 64/100ths-----

Dollars (\$ 10,405.64) due and piyable

with interest thereon from June 22, 1984 at the rate of 14% per centum per annum, to be paid: according to the terms of the note. The last payment will become due on June 15, 1999.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, known as Lot No. 25 on a plat of VARDRY VALE, SECTION II, recorded in plat book WWW at page 53 and described according to said plat.

This being the same as that conveyed to Josephine D. Flemings by deed of Elizabeth S. Carper being dated and recorded concurrently herewith.

At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

This mortgage is junior to that mortgage in favor of Collateral Investment Company as evidenced by mortgage dated August 6, 1976 and recorded in Mortgage Book 1374 at page 894 in the RMC Office for Greenville County, South Carolina.

STATE OF SOUTH CARCLINA

STATE OF SOUTH CARCLINA

STATE OF SOUTH CARCLINA

DOCUMENTARY

STAMP

STAMP

STATE OF SOUTH CARCLINA

TAX

18 11218

18 11218

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in tee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are tree and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.